



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

January 17, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 January 17, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE THE ACCEPTANCE OF UP TO \$20,000 IN GRANT FUNDS FROM
THE STATE OF CALIFORNIA DEPARTMENT OF FISH AND GAME,
OIL SPILL PREVENTION AND RESPONSE, FOR REIMBURSEMENT OF
COSTS ASSOCIATED WITH UPDATING LOS ANGELES COUNTY'S
EMERGENCY OIL SPILL CONTINGENCY PLAN AND
PARTICIPATION IN MARINE OIL SPILL DRILLS
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to accept up to \$20,000 in grant funding from the State of California Department of Fish and Game, Office of Spill Prevention and Response (OSPR), for reimbursement of costs associated with updating Los Angeles County's Emergency Oil Spill Contingency Plan and for costs associated with participating in marine oil spill drills.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept up to \$20,000 in grant funding from the State of California Department of Fish and Game, OSPR, for the reimbursement of costs associated with updating Los Angeles County's Emergency Oil Spill Contingency Plan and for costs associated with participating in marine oil spill drills.
2. Approve the attached resolution, which has been approved as to form by County Counsel, and delegate authority to the Fire Chief, or his designee, to execute all grant agreements, future amendments, modifications, extensions, and augmentations, as required by the State of California Department of Fish and Game, OSPR that are associated with the administration and management of this grant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 5, 2010, the Board approved a motion directing the District to work with other agencies and municipalities to update Los Angeles County's 2004 Emergency Oil Spill Contingency Plan.

As directed, the District is in the process of preparing an updated contingency plan which will provide maximum public safety and mitigate environmental damage along the Los Angeles County coastline.

The updated Los Angeles County Oil Spill Contingency Plan will meet State and District requirements, as well as operational standards for other agencies.

Approval of the recommended actions will provide the District with the opportunity to receive reimbursement up to \$20,000 from the State of California Department of Fish and Game, OSPR, Grant Funding Program. The grant provides reimbursement to local governments to offset staff time associated with updating oil spill contingency plans and for travel/ training expenditures associated with marine oil spill drills.

The District has previously worked with the Department of Fish and Game, OSPR under Board of Supervisors approval in 2001-2004 and 2010-2011.

Implementation of Strategic Plan Goals

Approval of the recommended actions are consistent with the County's Strategic Plan Goal Number 1, Operational Effectiveness, through disaster training and emergency preparedness and response efforts; and, Goal Number 5, Public Safety, by ensuring the committed efforts of public safety partners to continue to maintain the highest level of safety and security standards for the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The State of California Department of Fish and Game, OSPR will reimburse the District up to \$20,000 for costs associated with updating the Los Angeles County's Emergency Oil Spill Contingency Plan and for costs associated with participation in marine oil spill drills.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The State of California Department of Fish and Game, OSPR, has provided the District with guidelines and training for the administration of this contract. These guidelines will assist the District in implementing a plan that will be adopted by the State of California's Department of Fish and Game.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

1/17/2012

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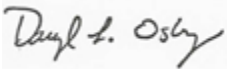
Approval of the recommended actions will provide the District with the ability to provide the County of Los Angeles with an updated Emergency Oil Spill Contingency Plan.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return adopted copies of this letter and the attached Board Resolution, to the following offices:

1. Consolidated Fire Protection District of Los Angeles County
Executive Office
1320 N. Eastern Avenue
Los Angeles, CA 90063
2. Consolidated Fire Protection District of Los Angeles County
Lifeguard Division
2300 Ocean Front Walk
Venice, CA 90291

Respectfully submitted,



DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:cm

Enclosures

c: Chief Executive Office
County Counsel
Auditor-Controller

**A RESOLUTION TO ACCEPT GRANT FUNDS FROM
THE CALIFORNIA DEPARTMENT OF FISH AND GAME
OFFICE OF SPILL PREVENTION AND RESPONSE
FOR LOCAL EMERGENCY OIL SPILL CONTINGENCY PLAN REVISION**

WHEREAS, the County of Los Angeles Fire Department, applied to the California Department of Fish and Game, Office of Spill Prevention and Response for local emergency oil spill contingency plan updates and marine oil spill drills for the County of Los Angeles.

WHEREAS, the California Department of Fish and Game, Office of Spill Prevention and Response has approved the County of Los Angeles Fire Department to receive \$20,000 in local emergency oil spill contingency plan revision grant funds and now requires a Resolution accepting these grant funds.

NOW, THEREFORE, BE IT RESOLVED that the County of Los Angeles Board of Supervisors, acting as the Governing Body for the Consolidated Fire Protection District, for Los Angeles County:

Authorizes the Fire Chief of the Consolidated Fire Protection District for Los Angeles County, or his designee, to sign all necessary documents to accept a California Department of Fish and Game, Office of Spill Prevention and Response, in the amount of \$20,000 for emergency oil spill contingency plan revision on behalf of the County of Los Angeles, a public entity established under the laws of the State of California.

The foregoing resolution was adopted on the 17th day of January 2012, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorizes for which said Board so acts.

SACHI A. HAMAI, Executive Officer-
Clerk of the Board of Supervisors of
the County of Los Angeles



By Lachelle Smithman
Deputy

APPROVED AS TO FORM
ANDREA SHERIDAN ORDIN
County Counsel

By [Signature]
Deputy

GRANT AGREEMENT (LGOSCP)

GRANT AGREEMENT NUMBER

P1175026

**DEPARTMENT OF FISH AND GAME
LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT**

1. This Grant Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

Department of Fish and Game

GRANTEE'S NAME

County of Los Angeles, Fire Department

2. The term of this Grant Agreement is: **The effective date of this grant is either the start date or the approval date by the Department of Fish and Game, whichever is later. No work shall commence until the effective date. Upon Approval through June 30, 2012**

3. The maximum amount of this Grant Agreement is: **\$20,000.00**
Twenty thousand dollars and no cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Grant Agreement.

Exhibit A – Scope of Work	3 Page(s)
Exhibit B – Invoicing and Payment Provisions	3 Page(s)
Exhibit C – General Term and Conditions	GTC 610
Exhibit D – DFG Additional Provisions	6 Page(s)
Exhibit I – Travel Reimbursement Information	2 Page(s)

* Hereby incorporated by reference and made part of this Grant Agreement as if attached hereto (www.ols.dgs.ca.gov/standard+language).

IN WITNESS WHEREOF, this Grant Agreement has been executed by the parties**GRANTEE**

GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles, Fire Department

DATE SIGNED (Do not type)

BY (Authorized signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1320 Eastern Avenue, Los Angeles, CA 90063-3294**STATE OF CALIFORNIA**

STATE AGENCY'S NAME

Department of Fish and Game

DATE SIGNED (Do not type)

BY (Authorized signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Helen Carriker, Deputy Director, Administration

ADDRESS

1416 9th Street, 12th Floor, Sacramento, CA 95814

Exempt from DGS approval per:

GC 8670.35 (b) (Per DFG Executive local assistance dollars can only be expended through a grant).

EXHIBIT A
SCOPE OF WORK
LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT

1. PROJECT PURPOSE

This Grant agreement (Grant) is entered into between the California Department of Fish and Game (CDFG), represented by the Office of Spill Prevention and Response (OSPR) and Los Angeles County, Fire Department (Grantee).

The purpose of this grant is to provide funding to local governments (coastal cities & counties) for their participation in the United States Coast Guard's (USCG) Area Contingency Plan (ACP) meetings, trainings, drills and updating their approved local government oil spill contingency plan (plan) or emergency response plan.

2. PROJECT OFFICIALS

Cindy Murphy shall be the designated Local Government Grant Manager for OSPR under this Grant. The Grant Manager may be changed at any time by OSPR by providing a ten (10) day advance written notice to the Grantee.

Mike Frazer shall be the designated Grantee's Project Manager under this Grant. The Grantee's Project Manager may be changed at any time by the Grantee by providing a ten (10) day advance written notice to OSPR

Direct all program and project related inquiries to:

Department of Fish and Game
OSPR - Marine Safety Branch
Attention: Cindy Murphy
Address: 1700 K Street, Suite 250
Sacramento, CA 95811
Phone: (916) 324-6250
Fax: (916) 327-0907
Email: cmurphy@ospr.dfg.ca.gov

County of Los Angeles
Fire Department
Attention: Mike Frazer
Address: 1320 Eastern Avenue
Los Angeles, CA 90063-3294
Phone: (310) 577-5700
Fax: (310) 306-3619
Email: mfrazer@fire.lacounty.gov

3. BACKGROUND AND OBJECTIVES

The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act was signed into law by the Governor (Chapter 1248, Statutes of 1990, commencing with Section 8670.1 of the Government Code.) This legislation requires that the Office of Spill Prevention and Response (OSPR) be responsible for oil spill prevention, emergency oil spill response, statewide contingency planning, resource damage assessment, and resource rehabilitation and restoration, plus review, approval, and reporting requirements mandated by the Act. Therefore OSPR instituted the Local Government Grant Program, a mechanism to ensure these responsibilities are met. The grant funding is provided through the OSPR's subvention grant program for local agencies.

The primary objective for participation in the USCG ACP is to assist in the planning process of the ACP and to ensure consistency between the Federal, State and local contingency plans.

To identify differences between the USCG ACP and the County's Plan resulting from participating in the ACP update. The new information identified shall be the basis for updates and revisions to the existing County's Plan.

4. SCOPE OF WORK

A. WORK TO BE PERFORMED

As lead applicant agency, County of Los Angeles, Fire Department accepted responsibility for preparing/revising their Plan and for coordinating all the plan information with the participating agencies within the County of Los Angeles.

The following staff from the Los Angeles County will continue to coordinate and participate in the USCG ACP:

- 1) Program Coordinator, Los Angeles County Fire Department
- 2) Program Staff, Los Angeles County Fire Department
- 3) Program Manager, Los Angeles County Fire Department

Listed below are the activities the staff will perform but not limited to:

- 1) Attend Area Committee and Sub-Committee meetings, as appropriate.
- 2) Review the USCG ACP.
- 3) Provide local government input to ACP.
- 4) Review and update Los Angeles County Operational Area Plan.
- 5) Reconcile differences in Los Angeles County Plan, as a result of the ACP updates.
- 6) Conduct an orientation of Los Angeles County Plan.
- 7) Design and conduct a tabletop exercise based on the ACP and County's Plan.
- 8) Prepare and submit a final report.
- 9) Prepare documentation and submit invoices for reimbursement.

B. TIME SCHEDULE

The County is aware that the area committee within the local Marine Safety Office (MSO) jurisdiction is responsible for establishing the schedule of meetings and working sessions necessary to complete the ACP update. A maximum degree of communication between the area committees and all participants will be vital. Networking and sharing of information will be essential. The CDFG will be responsible for ensuring that for each subject area, the area plan includes input from a representative from local government.

C. REPORTS

No later than May 31, 2012, the Project Manager shall submit to the Grant Manager for approval one (1) reproducible master and two (2) copies of the final report containing the results of the work performed. The final report shall include, but not limited to:

- 1) Summary of the inconsistencies noted between the USCG ACP and Los Angeles Plan resulting from the 2011 ACP update, to include a Resource Shortfall Analysis (i.e., differences in equipment and resources identified).

EXHIBIT A – SCOPE OF WORK
(CDFG 06/09)

County of Los Angeles, Fire Department
Grant Agreement No.: P1175026
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- 2) A list of employees who participated, in whole or in part, including names, addresses, agency, and position title.
- 3) Discussion of any difficulties or special problems encountered or anticipated between the ACP and the Los Angeles County Plan.
- 4) Documentation to substantiate meeting dates, locations, agenda items, and participants.

The report shall not be considered final until approved and accepted by the Grant Manager.

EXHIBIT B
INVOICING AND PAYMENT PROVISIONS
LOCAL GOVERNMENT OIL SPILL CONTINGENCY PLAN GRANT

1. INVOICING AND PAYMENT

- A. For work performed using funds from this Grant and in accordance with the Scope of Work, and upon receipt of invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Upon satisfactory performance, the State agrees to pay the Grantee monthly in arrears, for all work performed as described herein for the total specified amount, following submission of an original and two (2) copies of the invoice. The invoice shall be submitted to:

Grant Manager: Cindy Murphy
Region / Division: Office of Spill Prevention and Response
Address: 1700 K Street, Suite 250, Sacramento, CA 95811

- C. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Game's Accounting Claims Section by the Grant Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Grantee. All invoices must be approved by the Grant Manager.
- D. The invoice shall contain the following information:
1. The word "Invoice" should appear in a prominent location at the top of the page(s);
 2. An invoice number;
 3. Printed name of the Grantee;
 4. Business address of the Grantee including P.O. Box, City, State, and Zip Code;
 5. Name of the Region/Division of the Department of Fish and Game being billed;
 6. The date of the invoice and the time period covered;
 7. The number of the agreement upon which the claim is based, and;
 8. An itemized account of the services for which the DFG is being billed. Include all of the following:
 - a. A description of the services performed;
 - b. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this agreement; and
 - c. The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices).

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

4. LINE ITEM BUDGET

Personal Services	<u>FY 11/12</u>
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Los Angeles County Fire Department:

Program Coordinator	
Ocean Lifeguard Captain (220 hours @ \$53.638/hour)	\$11,800.00

Benefit Rate @56.59%	\$6,678.00
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Subtotal Personal Services	\$18,478.00
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Operating Expenses

Travel Training (associated w/Marine Oil Spills)	\$1,048.00
Communications	\$474.00

Subtotal Operating Expenses	<u>\$1,522.00</u>
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Indirect Cost (Overhead @ 0%)	<u>\$0.00</u>
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Grand Total	\$20,000.00
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ADDITIONAL PROVISIONS

1. **LICENSES AND PERMITS (If Applicable)** ~ The Contractor shall be an individual or firm licensed to do business in California and shall obtain, at his/her expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the DFG, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the California Department of Fish and Game (DFG) a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect, at all times, all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

2. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
3. **RIGHT TO TERMINATE** ~ The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.

4. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:
 - a. The Contractor must provide written notice of the particulars of such disputes to the DFG Contract Manager or appointed representative. The DFG Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the DFG Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the DFG Contract Manager's decision.
 - b. The second level appeal must indicate why the DFG Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the DFG Contract Manager's response. This letter of appeal shall be sent to the Department of Fish and Game, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the DFG Contract Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

5. PROPERTY ACQUISITIONS ~ Property, as used in this section shall include:

- a. **Equipment** – Tangible property (including furniture) with a unit cost of \$5,000.00 or more, and a useful life of four (4) years or more. Actual costs include the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
- b. **Furniture** – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. **Portable Assets** – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, Dictaphones, cameras and microscopes, etc.
- d. **Electronic Data Processing (EDP) Equipment** – All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit B titled 'Budget Detail and Payment Provisions'. Any property purchased by the Contractor, with funds provided under this Agreement, shall be the property of the State during the customary depreciable life thereof. The Contractor shall promptly report any such purchase to the DFG Contract Manager and to the State's Property Officer. Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property shall be returned to the State within the timeframe negotiated between the Contractor and the State. Prior written authorization by the DFG Contract Manager shall be required before the Contractor will be reimbursed for any property purchases not specified in the Budget. The Contractor shall provide to the DFG Contract Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by the State, the Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location, including street address where property will be used during the term of this Agreement. Said paid receipts shall be attached to Contractors' invoices. The Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the DFG Contract Manager, and one (1) copy to the Property Officer; one (1) copy must be retained by the Contractor.

The State reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Procurement Division has negotiated with vendors who supply the same type of property. The Contractor shall tag all acquisitions. The purpose of tagging assets is to designate the assets as belonging to the State.

Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds shall promptly be returned to the State. The Contractor shall prepare an inventory of State Furnished Property report and submit to the State and shall at that time query the DFG Contract Manager as to the State's requirements, including the manner and method, in returning said property to the State. Final disposition of such property shall be at State expense in accordance with instructions from the DFG Contract Manager to be issued immediately after receipt of the final inventory.

6. LOST, STOLEN or DESTROYED PROPERTY - the Contractor shall immediately report the loss, theft or destruction to the local law enforcement agency (or the California Highway Patrol {CHP} if the crime occurs on either state-owned or state leased property) and to the DFG Contract Manager and prepare a Property Survey Report.

In the case of stolen property, the Contractor shall also complete a CHP Report of Crime on State Property (STD 99) form, and obtain a copy of the law enforcement agency's report to submit to the DFG Contract Manager. The Contractor shall adjust their property records and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement shall be reported in the same manner as described above. The Contractor shall be charged with any loss and damages to State property due to the Contractor's negligence. The Contractor shall, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

7. INCOME RESTRICTIONS ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this Agreement.

8. **CONFIDENTIALITY OF DATA** ~ The Contractor shall protect from disclosure all information made available by the DFG. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of the DFG must be obtained prior to disclosing information under this Agreement.
9. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS** ~ The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the DFG Contract Manager and the DFG Contract Manager has approved such substitution. At a minimum, the request must include:
- a. A written explanation of the reason for the substitution; and
 - b. The identity of the person or firm substituted.

The request and the DFG Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

10. **DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

11. **USE OF SUBCONTRACTOR(S)** ~ If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- a. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
 - b. The Agreement between the primary Contractor and the subcontractor must be in writing;
 - c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
 - d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

12. **POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. **TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement shall be at rates not to exceed those amounts paid to the nonrepresented/excluded State employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
14. **NOVATION** ~ If the Contractor proposes any Novation Agreement, the State shall act upon the proposal within sixty (60) days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the sixty (60) day period, and confirm in writing within five (5) days. No Novation Agreement shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Novation Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.
15. **INSURANCE** - When the Contractor submits a signed Agreement to the State, the Contractor shall furnish to the State, a certificate of insurance stating that there is liability insurance presently in effect for the Contractor for all applicable insurance. Contractor agrees to provide the State a copy of the policy upon request.

a. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

b. Insurance Requirements

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed.

- 2) Automobile Liability – (If applicable) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed.

- 3) Aircraft Liability – (If applicable) When aircraft are used in the performance of agreement work contractor, or its subcontractor, shall maintain aircraft liability with limits of not less than \$10,000,000 each accident.

The policy must be endorsed.

- 4) Watercraft Liability – (If applicable) When watercraft are used in the performance of agreement, the work contractor or its subcontractor, shall maintain watercraft liability with limits of not less than \$1,000,000 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy shall be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage. The coverage applies to work on or over navigable waters of the U.S.

The policy must be endorsed.

- 5) Professional Liability – (If applicable) Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

The policy must be endorsed.

- 6) Pollution Liability – (If applicable) Contractor shall maintain pollution liability with Limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

The policy must be endorsed.

- 7) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.

When watercraft is/are used in performance of agreement work contractor's workers' compensation policy shall be endorsed to include applicable special coverage extensions where applicable.

16. **COMPUTER SOFTWARE (IT SERVICES)** ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
17. **INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
18. **FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
19. **FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.

20. CONTRACT STAFF REQUIREMENTS ~ The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California State Department of Fish and Game or any other governmental entity.

21. EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY) ~ Performance of the Contractor, under this Agreement, will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

If the Contractor did not satisfactorily perform the work or service, a copy of the negative evaluation form will be submitted to the Contractor and the Department of General Services, Legal Division, within fifteen (15) days of the completion of the evaluation. The Contractor will have thirty (30) days to prepare and send statements defending its performance under the Agreement. The evaluation of the Contractor shall not be a public record.

22. REQUIREMENTS FOR LEGAL AGREEMENTS ONLY ~ In accordance with Public Contract Code § 10353.5, the Contractor shall:

- ❖ Agree to adhere to legal costs and billing guidelines designated by the State;
- ❖ Adhere to litigation plans designated by the State;
- ❖ Adhere to case phasing of activities designated by the State;
- ❖ Submit and adhere to legal budgets as designated by the State;
- ❖ Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
- ❖ Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and
- ❖ Submit to a legal cost and utilization review, as determined by the State.

Travel Reimbursement Information
(Mileage Reimbursement Rate Effective 7-1-2011)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the Department of Fish and Game (DFG) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Fish and Game (DFG) or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the DFG Deputy Director. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and incidental expenses for each 24-hour period computed at the rates listed in 1.c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DFG written approval.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this document.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

Travel Reimbursement Information (Continued)

2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, DFG shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At DFGs' discretion, changes or revisions made by DFG to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DFG policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 55.5 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the DFG Contract Manager to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	<ul style="list-style-type: none"> ▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ▶ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. <p><i>Lunch or incidentals cannot be claimed on one-day trips.</i></p>	<p>Breakfast</p> <p>Dinner</p>
24 hours or more	<ul style="list-style-type: none"> ▶ Trip begins at or before 6:00 a.m. ▶ Trip begins at or before 11:00 a.m. ▶ Trip begins at or before 5:00 p.m. 	<p>Breakfast</p> <p>Lunch</p> <p>dinner</p>
More than 24 hours	<ul style="list-style-type: none"> ▶ Trip ends at or after 8:00 a.m. ▶ Trip ends at or after 2:00 p.m. ▶ Trip ends at or after 7:00 p.m. 	<p>Breakfast</p> <p>Lunch</p> <p>Dinner</p>
<p>The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		